

**CAUSE NO. 22CVDC-00115**

<b>JONATHAN UBBENGA</b>	§	<b>IN THE DISTRICT COURT OF</b>
	§	
<b>Plaintiff</b>	§	
	§	
<b>VS.</b>	§	<b>ERATH COUNTY, TEXAS</b>
	§	
<b>TARLETON STATE UNIVERSITY</b>	§	
	§	
<b>Defendant</b>	§	<b>266<sup>th</sup> JUDICIAL DISTRICT</b>

**PLAINTIFF'S SECOND AMENDED PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES, Jonathan Ubbenga (hereinafter sometimes referred to as "Plaintiff"), Plaintiff herein, complaining of Tarleton State University (hereinafter, referred to as "TSU"), Aaron Meade (hereinafter referred to as "Meade"), and Lonn Reisman (hereinafter sometimes referred to as "Reissman"). The three defendants will be referred to jointly as "Defendants". For cause of action, Plaintiff would respectfully show the Court the following:

**I.****DISCOVERY CONTROL PLAN**

Discovery in this case is intended to be conducted under Level 3 in accordance with the Texas Rules of Civil Procedure, Rule 190.1.

**II.****CLAIM FOR RELIEF**

Plaintiff seeks only monetary relief of \$100,000.00, or less, excluding interest, statutory or punitive damages and penalties, and attorney's fees and costs.

**III.**

**PARTIES**

Plaintiff Jonathan Ubbenga is an individual currently a resident of the State of Texas. As required by the Texas Civil Practice & Remedies Code, 30.014, the last three digits of Plaintiff's social security number and Texas driver's license numbers are 582 and 140, respectively.

Defendant, Tarleton State University is a state university with its principal location in Erath County, Texas, and has already entered its appearance in this cause.

**IV.**

**JURISDICTION**

Plaintiff resides in the State of Arkansas and was previously an employee of TSU.

Defendant is a Texas University in the Texas A&M University System and was once the employer of Plaintiff.

Meade is an individual who resides in the State of Texas and may be served at TSU.

Reisman is an individual who resides in the State of Texas and may be served at TSU.

**V.**

**VENUE**

Venue is proper in Erath County under § 15.002 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to the claims stated herein arose in Tarrant County.

**VI.**

**FACTS**

Plaintiff is a baseball coach who was hired by Defendant in August of 2019 to be an assistant coach of the men's baseball team at Defendant. Ubbenga's hiring was with the

understanding that he would be offered year-to-year renewable contracts each year with Defendant so long as his performance was satisfactory. This gave Ubbenga not only a one year contract each year, but also an expectation of continuous employment as a property right in a tenure-like employment situation. Each year of his employment, Plaintiff was presented a document entitled "Memorandum of Understanding" which purported to set forth the terms of the employment contract between Plaintiff and Defendant. In some years, such as 2022, when the document was presented to Plaintiff, it had already been signed by the Vice President of Intercollegiate Athletics, the individual to whom was delegated the responsibility of approval of such contracts each year. Plaintiff would sign it and return it to the appropriate individual at the University to receive such contracts.

In May of 2022, Plaintiff received his proposed contract (the Agreement) for the term of June 1, 2022, through May 31, 2023. It had been signed by Lonn Reisman, the Vice President of Intercollegiate Athletics for Defendant, and on May 26, 2022, Plaintiff executed the agreement and returned it to Defendant, and on June 1, 2022, Plaintiff began working under the new contract. On June 2, 2022, Plaintiff's wife gave birth to a new daughter.

On June 6, 2022, Aaron Meade, the head coach of the men's baseball team at Defendant, called Plaintiff into his office and told him words to the effect that: "Man this is the hardest thing I've ever had to do but we are going to go in another direction and let you go. I just need someone that can come in and really get after it and with you and your wife having the new baby, I just don't think it's fair to ask of you to be out on the road recruiting all the time. I need someone who can sometimes even be on the road for 14 days straight. I just don't think that would be fair to you or your family, so we are letting you go." Consequently, Coach Meade informed Plaintiff that he was giving him notice of his dismissal and Plaintiff was later given written notice dated June 24, 2022,

that his dismissal would be effective July 12, 2022. Plaintiff was not terminated for “cause” and under paragraph 6 of the Contract was entitled to be paid an amount equal to the base salary payable during the remaining term of the Agreement. Plaintiff’s base salary under the Agreement was \$46,000, and he was actually paid \$5,333.66 from June 1, 2022, through July 12, 2022, and he is entitled to recover \$40,666.34 under the Agreement.

## **VII.**

### **DEPRIVATION OF PROPERTY RIGHT, DECLARATORY JUDGMENT**

The action of Defendant in terminating the employment of Plaintiff and refusing to pay Plaintiff the amounts owed under the Agreement when he was terminated by Defendant constitutes a deprivation of his property right in the position he held, for which Plaintiff has been damaged in an amount within the jurisdictional limits of the Court. Before the filing of this Petition, Plaintiff made written demand for payment upon Defendant, but no such payment has been forthcoming, in whole or in part. Plaintiff seeks a declaratory judgment that his rights have been violated. As a result of Defendant’s deprivation of Plaintiff’s property rights. Plaintiff has already been damaged in the amount of at least \$40,666.34.

## **VIII.**

### **SECTION 1983 VIOLATION**

Defendant’s termination of Plaintiff because he had just become a parent again was arbitrary and capricious and constituted unlawful discrimination violating both the Texas and United States Constitutions in that it violated Plaintiff’s constitutional right to procreate. Defendants’ actions are in violation of 42 USC §1983 in that the Defendants have violated Ubbenga’s privacy rights and his right to a good reputation under color of state law.

**IX.**

**ATTORNEYS' FEES**

As a result of Defendants' unlawful actions set forth herein, Plaintiff has been required to retain the services of the law firm of David Fielding, pc to represent its interests and is entitled to recover of and from Defendant all reasonable attorney's fees to compensate such attorneys for their services performed in connection with this lawsuit. Defendant should be ordered to pay all of Plaintiff's reasonable attorney's fees incurred or paid herein.

**X.**

**JURY DEMAND**

Plaintiff hereby demands trial by jury as to all issues so triable.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Defendant be cited to appear and answer herein, and that, upon final trial of this cause, Plaintiff have judgment against Defendant in an amount within the jurisdictional limits of this Court, that Plaintiff recover interest on the judgment at the legal rate, pre-judgment interest, costs of court, reasonable attorney's fees, and such other and further relief, both general and special, legal and equitable, to which Plaintiff is justly entitled.

Respectfully submitted,

/s/ David Fielding

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**ATTORNEY FOR PLAINTIFF**

**Automated Certificate of eService**

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Filing Description: Plaintiff's Second Amended Petition

Status as of 5/30/2023 8:43 AM CST

Associated Case Party: Jonathan Ubbenga

Name	BarNumber	Email	TimestampSubmitted	Status
David Fielding	6974500	dfielding@fieldingpc.com	5/30/2023 8:36:53 AM	SENT

Associated Case Party: Tarleton State University

Name	BarNumber	Email	TimestampSubmitted	Status
Zachary L.Rhines		zachary.rhines@oag.texas.gov	5/30/2023 8:36:53 AM	SENT